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07-0883

THE STATE OF TEXAS §

COUNTY OF HARRIS §

**I. PARTIES**

**A. Address**

**THIS AGREEMENT FOR DISASTER MANAGEMENT RECOVERY AND CONSULTING SERVICES ("Agreement")** is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS ("City")**, a municipal corporation and **BECK DISASTER RECOVERY, INC. ("Contractor")**, a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

City Purchasing Agent for Director of  
Solid Waste Management Department  
City of Houston  
P. O. Box 1562  
City of Houston

**Contractor**

Beck Disaster Recovery, Inc.  
2227 Haverhill  
Houston, Texas 77008  
Phone: (713) 737-5763

The Parties agree as follows:

**B. Table of Contents**

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- A. DEFINITIONS**
- B. SCOPE OF SERVICES**
- C. EQUAL EMPLOYMENT OPPORTUNITY**
- D. MWBE SUBCONTRACT TERMS**
- E. DRUG POLICY COMPLIANCE AGREEMENT**
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS**
- G. DRUG POLICY COMPLIANCE DECLARATION**
- H. FEES SCHEDULE**

**C. Parts Incorporated**

The above-described exhibits are incorporated into this Agreement.

**D. Controlling Parts**

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

**E. Signatures**

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

BECK DISASTER RECOVERY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: Jonathan Burgiel  
Name: Jonathan Burgiel  
Title: Chief Executive Officer

ATTEST/SEA

CITY OF HOUSTON, TEXAS

Signed by:

Unalused  
City Secretary

Bill White Samuel Scott  
Mayor

APPROVED:

COUNTERSIGNED BY:

Calvin Duke  
City Purchasing Agent

Arvise D. Parker  
City Controller Madeline G. Appel

APPROVED AS TO FORM

DATE COUNTERSIGNED:

Mary M. Keel  
Sr. Assistant City Attorney  
L. D. File No.

8-15-07

## II. DUTIES OF CONTRACTOR

### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A."

### B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

### C. Reports

Contractor shall submit all reports and progress updates required by the Director at the end of each task.

### D. Schedule of Performance

Contractor shall begin work only upon receipt of written Notice to Proceed from the Director. The notice shall set out the duration, location(s) and the scope of the work to be performed. Contractor shall work uninterruptedly, unless the Director issues a written notice to stop work. Upon receipt of a notice to stop work from the Director, Contractor shall immediately stop work under this Agreement.

### E. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

**F. RELEASE**

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, TO THE EXTENT CAUSED BY THE CONTRACTOR OR CONTRACTOR'S/SUPPLIER'S NEGLIGENT ACTS, ERRORS AND OMISSIONS.

**G. INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (TO THE EXTENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-2,

"CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR OMISSIONS;

- (2) CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR TWO YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

#### H. Insurance

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$100,000 (each accident) Bodily Injury by Disease \$100,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.



- (3) Issuers of Policies. The issuer of any policy shall have (1) a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

(11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- [1] immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- [2] purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

- (12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

**I. Warranties**

Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

**J. Licenses and Permits**

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

**K. Compliance with Equal Opportunity Ordinance**

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

**L. MWBE Compliance**

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the Value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them. Contractor shall require written

subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the attorneys of the respective parties must also sign the subcontract.

**M. Drug Abuse Detection and Deterrence**

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug

Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

### **III. DUTIES OF CITY**

#### **A. Payment Terms**

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit "H" for all services rendered by Contractor. The fees must only be paid from Allocated Funds, as provided below.

#### **B. Price Increase**

Beginning on July 1, 2008, and each July 1 thereafter, the rates for the cost items incorporated in the contract may be adjusted upward or downward by the amount of the percentage increase or decrease in the last reported December 21 Annual Index reported in the Consumer Price Index – Urban Wage Earners and Clerical Workers for the Houston-Galveston-Brazoria, Texas Area published by the Bureau of Labor Statistics (BLS), #CWURA318SAO, from the Annual Year 2007.

**C. Expenses and Reimbursement**

Reimbursable expenses include the ordinary and reasonable costs of travel to points outside of Houston by Contractor's representatives, not to exceed the amount established under the city's then-current travel reimbursement policy for its employees, if the travel is reasonably necessary to accomplish a task and authorized by the Director.

**D. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**E. Method of Payment**

The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director, showing the services performed and the attendant fee. The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

**F. Disputed Payments**

If any items in any invoices submitted by the Contractor are disputed by the City for any reason, including lack of supporting documentation, the City shall temporarily delete the disputed item and pay the remaining amount of the invoice. The City shall promptly notify the Contractor of the dispute and request clarification and/or remedial action. After any dispute shall have been settled in favor of Contractor, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. If the dispute is settled in favor of the City the invoice shall not be paid.

**G. Limit of Appropriation**

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated no funds to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller and approved by motion or ordinance of City Council to Contractor in substantially the following form:

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)  
City Controller of the City

REQUESTED:

(Signature of the Director)  
Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

(5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

(6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **H. Changes**

(1) At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The Director will issue the Change Order in substantially the following form:



**CHANGE ORDER**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

**[Here describe the additions to or changes to the equipment  
or services and the Change Order Charges applicable to each.]**

Signed:

[Signature of Director]

(3) The Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve Change Orders up to \$25,000. A Change Order of more than \$25,000 must be approved by the City Council.
- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

#### **IV. TERM AND TERMINATION**

##### **A. Contract Term**

This Agreement is effective on the Countersignature Date and expires April 15, 2012 unless sooner terminated according to the terms of this Agreement.

##### **B. Renewals**

The Parties may decide to renew this Agreement for up to two additional one (1)-year option periods, if the Director and Contractor agree to a fee schedule in writing at least 30 days before expiration of the then-current term. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement, except for the revised fee schedule.

##### **C. Termination for Convenience by the City**

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to the other Party. The Parties' right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, the Party receiving notice shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement, unless otherwise specified.

**D. Termination for Cause by City**

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future.

Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent shall deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing

Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.

## **V. MISCELLANEOUS**

### **A. Independent Contractor**

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### **B. Force Majeure**

(1) Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance

more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

(2) This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

(3) The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 5 days. The decision of the Director is final.

(4) The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

**C. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**D. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

**E. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**F. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

**G. Notices**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**H. Non-Waiver**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**I. Inspections and Audits**

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates or the retention period required by any applicable government regulation, whichever is longer. This provision does not affect the applicable statute of limitations.

**J. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

**K. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

**L. Survival**

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**M. Parties In Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**N. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of either Party.

**O. Business Structure and Assignments**

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

**P. Remedies Cumulative**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies,



which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**Q. Contractor Debt**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

## **EXHIBIT "A"**

### **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Year" means each twelve month period of time beginning on the start date cited in the Notice to Proceed.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Debris" and "eligible debris" means any construction materials, brush, vegetation, tree material and white goods.

"Debris Manager" means the Director of the Solid Waste Management Department or the person he or she designates.

"Debris Management Center" means the City of Houston Solid Waste Department Facility used to coordinate debris removal.

"Department Disposal Sites" are all facilities with contracts with the City for disposal of debris for the Solid Waste Management Department.

"Director" means the Director of the Solid Waste Management Department participating in this contract, or the person he or she designates.

"Effective Date" is defined as the City Controller countersigns date contract.

"Governing Body," means the Mayor and City Council of the City of Houston.

"HHW" means Household Hazardous Waste.

"HTRW" means Hazardous, Toxic or Radiological Waste

"Notice to Proceed," means a written communication from the Director to Contractor instructing Contractor to begin performance.

"Parties" means all the entities set out in the Preamble who are bound by this Agreement.

"White Goods" mean appliances with Freon or oils that must be removed before disposal.

## **EXHIBIT "B"**

### **SCOPE OF SERVICES**

#### **1.0 Purpose and General Information:**

- 1.1 Contractor shall provide management, monitoring and certification of all disaster management recovery and consulting services in the event of a natural disaster in accordance with Federal Emergency Management Agency (FEMA) reimbursement guidelines and the terms of this Agreement.
- 1.3 The City of Houston has current debris and disposal sites under contract. This Agreement is not intended to include the provision of the actual debris hauling or disposal; only the monitoring of the activities and the management of all documentation related to the removal, processing and disposal of storm debris in accordance with federal, state and city requirements.

#### **2.0 Scope of Service:**

- 2.1 Contractor shall manage/monitor/certify the following:
  - 2.1.1 Manage and monitor all City of Houston's debris hauling and HHW contractors.
  - 2.1.2 Measure and certify all debris hauler contractors' vehicles to include certification of load volume, tare weight, license number, project vehicle number, contractor name, driver name, assignment, and related requirements.
  - 2.1.3 Monitor loading of vehicles in disaster area; certify eligibility of debris loaded; perform and certify all necessary control activities related to non-standard debris (i.e. stumps and trunks, private property debris, and related items) in accordance with FEMA debris management requirements.
  - 2.1.4 Prepare and issue load tickets to contract debris haulers at the load sites in accordance with FEMA debris management regulations at the load sites.
  - 2.1.5 Monitor and certify unloading process at processing sites or landfills, i.e. amount delivered, load tickets and inspections.
  - 2.1.6 Monitor processing site operations; correlate incoming load ticket to processing site invoices on a load by load basis.

- 2.1.7 Monitor disposal site operations; correlate incoming load ticket to disposal site invoices on a load by load basis.
- 2.1.8 Document and certify the eligibility of debris loaded in contractor vehicles to ensure that debris is directly related to the disaster.
- 2.1.9 Provide all documentation to tie a piece of debris from the loading process through transport to disposal site and correlate all payment and charges for debris removal, processing and/or disposal accordance with FEMA debris management requirements.
- 2.2 The contractor shall undertake all actions necessary to provide proper monitoring services for the City of Houston's debris removal project. Other services may include, but are not limited to, establishing communication with City's Debris Manager, FEMA, City of Houston officials, the State of Texas and other state and federal agencies, participating in pre-event planning, post-event reconstruction and reimbursement exercises.

### **3.0 Management Consultant Disaster Debris Services:**

- 3.1 Contractor shall provide disaster debris monitoring services at all times that debris loading, debris processing or disposal occurs. This could include twenty-four hours, seven days a week to include debris generated from any area approved by the City of Houston Debris Manager or his representative

### **4.0 Mobilization and Work Requirements:**

- 4.1 Within twenty- four hours of receipt of a notification to proceed issued by Director, Contractor shall have a representative present at a location specified by the City at no charge to the City. If the City issues a notification to proceed for a pending storm event, Contractor shall have staff on-site in Houston, prepared to begin operations within forty-eight (48) hours of such notification.
- 4.2 Upon the issuance of the notification to proceed by the Director, Contractor shall mobilize equipment and personnel required by the City of Houston Debris Manager or his designee.
- 4.3 Contractor may utilize the designated Debris Management Center as a temporary field office or, at the discretion of Contractor, a designated office set up at its own field headquarters with the consent of the City Debris Manager.
- 4.4 Contractor shall coordinate daily briefings, work progress, staffing and other key items with the City of Houston designated staff at the designated Debris Management Center or at other locations approved by the City Debris Manager.

- 4.5 Contractor shall develop daily operational reports to keep the City of Houston informed of work progress.
- 4.6 Contractor shall enforce and monitor the current storm debris hauling and household hazardous waste contracts with the City of Houston.
- 4.7 Contractor shall furnish a complete listing of all subcontractors intended to be used for the project. The City of Houston reserves the right to reject any subcontractor.

#### **5.0 Monitoring:**

- 5.1 Contractor shall monitor recovery contractor operations and make/implement recommendations to improve efficiency and speed up recovery work.
- 5.2 Contractor shall have a quality and quantity assurance monitor present at each debris management site and City of Houston Disposal Sites to provide accuracy in weight or volume of debris and verification that debris is eligible.
- 5.3 Contractor shall manage and monitor the construction of observation towers at all unloading sites. Debris haulers are required to construct the towers at unloading sites they utilize in the performance of their duties. A detail of the design for construction of the tower shall be provided to Contractor within 48 hours of the issue of notice to proceed.

#### **6.0 Vehicles:**

- 6.1 Contractor shall certify contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring and approved by FEMA.
- 6.2 Contractor shall provide an official Tare Weight Ticket for each vehicle used for debris removal, and an official measurement of each vehicle verifying the hauling volume of the vehicle.
- 6.3 The City of Houston reserves the right to determine which method of payment shall be used for the Landfills (volume or weight) and the debris haulers in accordance with current contracts.
- 6.4 Contractor shall measure volume capacity of each vehicle or trailer in cubic yards.
- 6.5 Contractor shall take digital photographs of each vehicle/trailer (all sides) and maintain electronic records/documents.

#### **7.0 Load Tickets:**

- 7.1 Load tickets shall consist of multiple copied pages, (original and four copies), which may be provided by the City or by the contractor with the City's approval. The Contractor shall insure that ALL applicable information is completed on each load ticket.

- 7.2 Load tickets shall include the following minimum information:
  - 7.2.1 date
  - 7.2.2 time
  - 7.2.3 load ticket number
  - 7.2.4 Contract number
  - 7.2.5 Prime Contractor's name
  - 7.2.6 Truck number
  - 7.2.7 Trailer number
  - 7.2.8 Truck Capacity
  - 7.2.9 Trailer Capacity
  - 7.2.10 Load Size (Cubic Yards) (Tons)
  - 7.2.11 Truck Driver name (printed) and signature line
  - 7.2.12 Disposal Site
  - 7.2.13 Tower monitor's name (printed) and signature line
  - 7.2.14 Zone/Section
- 7.3 Contractor shall ensure efficient traffic flow and proper handling of load tickets that record vehicle capacity, percentage full and type of waste.
- 7.4 Contractor shall enter load tickets as they are received into a database application and provide data as needed. i.e. daily, weekly, monthly.

## **8.0 Staffing:**

- 8.1 Contractor shall complete the Fee Schedule (EXHIBIT H) that includes job titles, job descriptions and hourly rates of all proposed staff who will be utilized in the performance of this agreement.
- 8.2 Contractor shall hire, schedule and manage field staff.

- 8.3 Contractor shall schedule work for all team members and the City of Houston's hauler contractors on a daily basis

## **9.0 Indemnification**

9.1 CONTRACTOR SHALL INDEMNIFY THE CITY AGAINST REIMBURSEMENT REJECTIONS ON ELIGIBLE DEBRIS RESULTING FROM FIELD AUDITS PERFORMED BY REIMBURSEMENT AGENCIES DUE TO DOCUMENTATION SHORTCOMINGS FOR WHICH THE CONTRACTOR IS RESPONSIBLE. DOCUMENTATION SHORTCOMINGS SHALL NOT INCLUDE: (1) DOCUMENTATION CONSISTENT WITH THE FEMA 325 DEBRIS MANUAL USED DURING THE DISASTER OR OTHER FEMA GUIDANCE OR POLICY, (2) CHANGES IN APPLICABLE LAW, REGULATIONS, POLICIES, OR DISASTER SPECIFIC GUIDANCE PROPOSED OR ENACTED AFTER CONTRACTOR'S DOCUMENTATION, (3) DOCUMENTATION DEFICIENCIES RESULTING, IN WHOLE OR IN PART, FROM ACTS, ERRORS, OR OMISSIONS BY CITY OFFICIALS OR INCORRECT CITY RECORDS OR INFRASTRUCTURE (E.G., ROAD LISTS, RIGHT OF WAY DIMENSIONS, ETC.), (4) REJECTIONS RESULTING FROM REIMBURSEMENT AGENCY FIELD INSPECTIONS PERFORMED AFTER RELEVANT DEBRIS REMOVAL PROJECTS ARE COMPLETED OR (5) WORK THAT IS CONDUCTED CONSISTENT WITH THE "STANDARDS OF PRACTICE/DOCUMENTATION REQUIREMENTS" MEETING THAT WILL BE HELD BETWEEN CONTRACTOR AND CITY PRIOR TO COMMENCING EACH DEBRIS REMOVAL PROJECT. THIS MEETING WILL OCCUR PRIOR TO ANY TASK ORDERS FOR DEBRIS HAULING ARE ISSUED AND WILL BE USED TO DEFINE THE SCOPE OF WORK AND SET FORTH A SET OF STANDARDS FOR CONTRACTOR DOCUMENTATION. CONTRACTOR SHALL HAVE A REASONABLE PERIOD OF TIME FOLLOWING NOTIFICATION BY THE CITY OF A FUNDING REJECTION BY REIMBURSEMENT AGENCIES TO CURE ANY DEFECTS IN DOCUMENTATION THAT RESULT IN A DEOBLIGATION. CITY IS REQUIRED TO EXHAUST ALL AVAILABLE APPEALS IN SEEKING REIMBURSEMENT PRIOR TO ENFORCEMENT OF THIS PROVISION. THE FOREGOING INDEMNITY IS IN ADDITION TO THE INDEMNITY CONTAINED IN SECTION II. G. OF THE AGREEMENT AND RELATES TO AUDIT REJECTIONS ONLY.

## **10.0 Additional Requirements:**

- 10.1 Contractor shall correlate disposal site charges with load tickets to verify that disposal site is paid for the same amount as the debris haulers. Contractor shall advise City on reimbursement of Force Account expenditures for debris removal. Force Account expenditures are for local government employees, equipment and supplies engaged and used for debris removal activities.
- 10.2 Contractor shall provide comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the City of Houston for processing.



- 10.3 Contractor shall provide Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and other applicable agencies for disaster recovery efforts by the City and designated debris removal contractors.
- 10.4 Contractor shall provide final report and appeal preparation and assistance.
- 10.5 Contractor shall provide electronic digitization of source documentation (such as load tickets).
- 10.6 Contractor shall develop maps, GIS applications, and related procedures, as necessary.
  - 10.6.1 Contractor shall provide monitors at each approved route that is supported by a map or GIS application.
  - 10.6.2 As necessary, Contractor shall ensure that pictures are taken digitally of every vehicle, route and of storm debris collection activities.
- 10.7 Contractor shall coordinate all public information data with the Department of Solid Waste Management.

## **EXHIBIT "C"**

### **EQUAL EMPLOYMENT OPPORTUNITY**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subcontractor.

## EXHIBIT "D"

### MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, Jonathan Schaefer, Director of Operations as an owner or officer of  
(Name) (Print/Type) (Title)  
Beck Disaster Recovery, Inc. (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date June 28, 2007

Contractor Name Beck Disaster Recovery, Inc.

Signature

Title Director of Operations

**EXHIBIT "F"**

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS**

I, \_\_\_\_\_ as an  
(NAME) (PRINT/TYPE)

owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

**EXHIBIT "G"**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_  
(Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 200\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified.  
Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's  
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human  
Initials Services (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions  
Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
Initials (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite  
Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with  
Initials established guidelines will be considered a breach of contract.

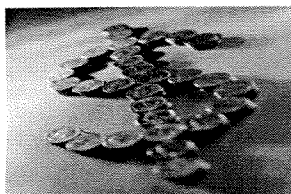
I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



## EXHIBIT "H"

### Schedule of Hourly Labor Rates for Pre-Event Services\*

Title/Role	Hourly Rate
Principal-in-Charge	\$175.00
Project Manager	\$160.00
Procurement Specialist	\$150.00
Senior Planner/Analyst	\$135.00
Engineer/Analyst	\$110.00
Assistant Engineer	\$90.00
Assistant Analyst	\$90.00
Analytical Aide	\$70.00
Clerical	\$40.00

**\*Rates are subject to adjustment pursuant to Section III. B. of the Agreement**

### Labor Rates for Eligible Cost Recovery Services\*

Title/Role	Hourly Rate
Senior Consultant	\$295
Project Manager	\$225
Consultant	\$150
Data Entry Analyst	\$50
Project Assistant	\$45

**\*Rates are subject to adjustment pursuant to Section III. B. of the Agreement**

### Labor Rates for POST-EVENT SERVICES \*

Title/Role	Hourly Rate
Project Manager/ Principal-in-Charge	\$95.00
Data Manager	\$95.00
Operations Manager	\$80.00

Scheduling/Routing Managers	\$60.00
Field Supervisor	\$65.00
Debris Site/Tower Monitor	\$49.00
Field Monitor	\$43.00
Billing/Invoicing analysts	\$35.00

**\*Rates are subject to adjustment pursuant to Section III. B. of the Agreement**